

EXHIBIT D

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*Attorneys Appearing in a Limited Capacity for
 Counter-Defendants Boon Global Limited, F8
 Vietnam Company Limited, California Fitness &
 Yoga Centers, California Management Group,
 and Randy Dobson*

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

On Behalf of PARKRIDGE LIMITED, a Hong Kong
 corporation, by Mabel Mak, and MABEL MAK, an
 individual,

Plaintiffs,

v.

INDYZEN, INC., a California corporation, and PRAVEEN
 NARRA KUMAR, an individual,

Defendants.

INDYZEN, INC., a California corporation, and PRAVEEN
 NARRA KUMAR, an individual,

Counter-Plaintiffs,

v.

PARKRIDGE LIMITED, a Hong Kong corporation, BOON
 GLOBAL LIMITED, a Hong Kong corporation, F8
 VIETNAM COMPANY LIMITED, a Vietnam company,
 CALIFORNIA FITNESS & YOGA CENTERS, an entity of
 unknown form, CALIFORNIA MANAGEMENT GROUP,
 an entity of unknown form, and RANDY DOBSON, an
 individual,

Counter-Defendants.

Case No. 16-cv-07387

**DECLARATION OF RANDY
 DOBSON IN OPPOSITION TO
 DEFENDANTS' PETITION FOR
 AN ORDER COMPELLING
 ARBITRATION**

Date: February 16, 2018
 Time: 9:00 AM
 Dept.: Courtroom 5, 2nd Floor
 Judge: Hon. Jeffrey S. White

1 I, Randy Dobson, declare as follows:

2 1. I am employed by Parkridge Limited ("Parkridge") as the Chief Executive Officer and
3 sit on the Board of Directors. *See* Aff. of R. Dobson. I have personal knowledge of all matter stated
4 herein.

5 2. Praveen Narra served as Parkridge's Chief Technology Officer. Parkridge relied upon
6 Narra's expertise in application and software development in its decision to hire Indyzen, Inc.
7 ("Indyzen") to develop a mobile software application combining health and fitness information with
8 social media networking, later known as Morfit (the "Morfit App").
9

10 3. Indyzen did not fulfill its duties under its contract with Parkridge.

11 4. The application delivered by Indyzen neither met industry standards nor the
12 requirements agreed upon between Parkridge and Indyzen under the Software Development and
13 Licensing Agreement.

14 5. The contract to develop the Morfit App was with Indyzen and Parkridge, and not me
15 in my personal capacity.
16

17 6. I do not commingle my personal funds or bank accounts with Parkridge or any of the
18 named entities.

19 7. I am the General Director of California Fitness & Yoga Centers Company Limited
20 ("CFYC"). *See* Aff. of CFYC.

21 8. CFYC owns gyms throughout Vietnam. Additionally, part of CFYC's services consists
22 of managing certain aspects of various companies, including managing a company's human resources
23 needs or testing a company's mobile application. For example, CFYC tested the prototype Morfit App
24 at CFYC gyms. However, CFYC neither owns nor is the same entity as Parkridge, and at all times,
25 Parkridge and CFYC acted independently and as separate entities.
26
27
28

1 9. The California Management Group ("CMG") is an association or network of
2 independent companies who have strategic relationships with one another, and CMG's personnel and
3 overall control is through CFYC. The "cmg.asia" website is the website for CMG. UFC Gym, a CMG-
4 associated company and strategic partner, is an example of one independent company operating in the
5 CMG network. Neither CMG nor CFYC owns or is the same entity as UFC.

6 10. Neither Parkridge, CFYC, nor CMG.ASIA Limited own or are owned by F8 Vietnam
7 Company Limited ("P8") or Boon Global Limited ("Boon"). Parkridge, CFYC, and CMG.ASIA
8 Limited all act independently and are separate entities.

9 11. I have never used any intellectual property owned by Indyzen or Narra to steal or clone
10 the Morfit App.

11 12. Moreover, I have never used CMG, CFYC, F8, Boon, or any other entity to steal or
12 clone any intellectual property owned by Indyzen or Narra.

13 13. I deny the allegations set forth in paragraph nine of the Declaration of Praveen Narra
14 Kumar in Support of Petition for an Order Compelling Arbitration Pursuant to 9 U.S.C. § 4 ("Narra's
15 Declaration").

16 14. The email referenced as Exhibit H in paragraph ten of Narra's Declaration relates to
17 the routine operations of CFYC's health club business and how it properly disposes of CFYC's gym
18 members' confidential information. Neither I nor CFYC have destroyed evidence that is relevant or
19 reasonably anticipated to be subject to disclosure in this litigation or arbitration.

20 15. CMG.ASIA Limited is an inactive company and was established to be a holding
21 company for business investments.

22 16. CMG.ASIA Limited is not associated with CMG, CFYC, or Parkridge and does not
23 own the website "cmg.asia" or any brands associated with the "cmg.asia" website or CMG.

United States District Court
Northern District of California

1 17. I am CMG.ASIA Limited's Reserve Director.

2 18. At all times, CMG.ASIA Limited has followed required corporate formalities,
3 including the maintenance of corporate records, separate from Parkridge and CFYC.

4 19. At all times, there have been no commingling of funds between CMG.ASIA Limited
5 and Parkridge, CFYC, Mabel Mak, or Randy Dobson.

6 20. At all times, CMG. ASIA Limited has not diverted its funds or assets without
7 authorization to uses other than CMG.ASIA uses.

8 21. At all times, CMG.ASIA Limited has been properly capitalized as required by law.

9 22. At all times, CMG.ASIA Limited has maintained its own bank account, separate from
10 any bank accounts maintained by Parkridge, CFYC, Mabel Mak, or Randy Dobson.

11 23. At all times, CMG.ASIA Limited has filed tax returns separate from any tax returns
12 filed by Parkridge, CFYC, Mabel Mak, or Randy Dobson.

13 24. CMG.ASIA Limited has never entered into any agreements with Indyzen, Inc. or
14 Praveen Narra.

15 25. CMG.ASIA Limited does not own any fitness app called the "Morfit App."

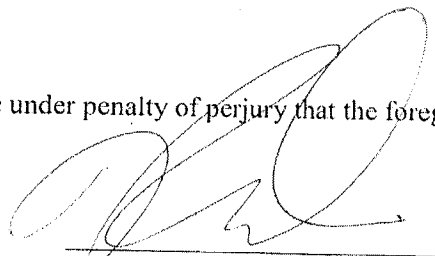
16 26. CMG.ASIA Limited has no employees, agents, or representatives in the state of
17 California (USA).

18 27. CMG.ASIA Limited does not direct any of its activities towards nor targets the state of
19 California (USA).

20 28. CMG.ASIA Limited does no business in the state of California (USA) and has no bank
21 accounts or real property in the state of California (USA).

1 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and
2 correct.

3 Executed on January 16, 2018



RANDY DOBSON

United States District Court
Northern District of California